

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JAN - 9 2014
TIM RHODES
COURT CLERK
43

Leona Meza,

Plaintiff,

vs.

Equity Insurance Company,

Defendant.

CJ - 2014 - 149
Case No.: CJ-2014-

PETITION

Plaintiff, Leona Meza, for her claim against Equity Insurance Company ("Equity"), alleges and states the following:

1. On July 24, 2012, Plaintiff was involved in an auto accident with Joshua Beagle ("Beagle") in Oklahoma County.
2. Plaintiff was at fault in causing the accident and is responsible for all damages to Beagle and his property.
3. At the time of the accident, Plaintiff was insured by an automobile Policy ("Policy") issued by Equity Insurance Company. Equity is a Texas corporation licensed to provide insurance in Oklahoma. Plaintiff obtained her auto insurance through an agent for Equity in Oklahoma County.
4. Plaintiff filed a claim with Equity under the Policy and was informed that her Policy was cancelled on July 23, 2012. Equity denied coverage for all claims arising from the accident.
5. Plaintiff advised Equity that she had mailed her monthly payment to Equity on July 5, 2012. However, Equity did not deposit the payment until August 1, 2012.

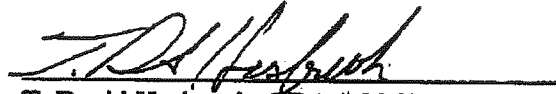
6. Plaintiff advised Equity that she had timely paid her premium and there was no basis to cancel her Policy.
7. Before her accident Plaintiff was not given any notice by Equity that they were canceling her Policy.
8. The Policy requires at least ten (10) days notice if cancellation is for nonpayment of the premium. No such notice was given to Plaintiff.
9. Equity refused to provide coverage under the Policy and Plaintiff was sued in the District Court of Oklahoma County by the United Automobile Insurance Company, as subrogee of Joshua G. Beagle.
10. Judgment was entered against Plaintiff on November 21, 2013, for the sum of Nine Thousand One Hundred Thirty-Two and 73/100 Dollars (\$9,132.73) plus costs and interest, and attorney's fees of One Thousand Three Hundred Seventy and no/100 Dollars (\$1,370.00).
11. Plaintiff also suffered property damage to her 2005 Ford Explorer XLT which was a total loss valued at Seven Thousand and no/100 Dollars (\$7,000.00).
12. Under the Policy, there was collision coverage for the actual cash value of her Ford Explorer less a deductible of Five Hundred and no/100 Dollars (\$500.00).
13. Equity also denied coverage for Plaintiff under the collision coverage of the Policy.
14. Defendant was either negligent or in reckless disregard of Plaintiff's rights in the failure to provide liability and collision coverage to Plaintiff under the Policy.
15. The Defendant has unreasonably failed to deal fairly with its own insured and has breached its duty to deal in good faith in one or more of the following particulars:

- a. Defendant has failed to properly and fully investigate the facts of the claim including the coverage issue;
 - b. Defendant has failed to properly and fully investigate and evaluate the law as it relates to the facts of this claim including the coverage issue;
 - c. Defendant has not attempted in good faith to effectuate a prompt, fair and equitable settlement of the claims.
 - d. Defendant has compelled Plaintiff to institute litigation to recover amounts due under coverages of insurance where it is reasonably clear that the amounts due under the coverages should have been paid by Defendant;
 - e. Defendant has wrongfully denied the claims for liability and collision coverage under the Policy; and
 - f. As a proximate cause of Defendant's acts and conduct, Plaintiff has suffered loss of coverage benefits to which she is entitled under the Policy.
16. As a further direct consequence of Defendant's acts and conduct, Plaintiff has suffered consequential damages.
17. The acts of Defendant are oppressive, malicious, grossly negligent, willful, wanton and with utter and reckless disregard for the contractual and legal rights of the Plaintiff, entitling the Plaintiff to punitive damages so as to punish Defendant and make an example of it to other insurance companies.

WHEREFORE, Plaintiff requests judgment against the Defendant, Equity Insurance Company, for actual and punitive damages in an amount in excess of Seventy-Five Thousand and

no/100 Dollars (\$75,000.00), together with costs, interest, attorney's fees and such other and further relief as the Court may deem just and proper.

Respectfully submitted.



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**JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED**